



CITY OF HARTFORD

ROUTING TABLE #1

Updated 11/08/21

PROFESSIONAL SERVICES (AGREEMENT) ☒ (AMENDMENT) ☐
CONSTRUCTION SERVICES (AGREEMENT) ☐ (AMENDMENT) ☐
LESS THAN 25K AGREEMENT ☐

Date:	03/23/2022	
Initiating Department:	DPW	
Contact Person & Telephone #:	MICHAEL LOONEY	860-757-9961
Project Title:	MUNICIPAL SOLID WASTE & RECYCLING SERVICES	
Project #:		Extension #
Term of Contract (start & end date):	07/01/2022	06/30/2027
Total Cost of Project:		
General Fund \$ / MUNIS Account Coding:	\$	822008 590053
Grant Fund \$ / MUNIS Account Coding:	\$	
Vendor Name / Vendor #:	MURPHY ROAD RECYCLING LLC.	
Council Resolution Date:	02/28/2022	

	TITLE	SIGNATURE	DATE
1. Initiating Department	Department Head	<i>Michael T. Looney</i> Michael T. Looney (Mar 28, 2022 12:55 EDT)	03/28/2022
2. Procurement Services Unit (Communications & Revisions)	Procurement Specialist	<i>Susan Sheppard</i> Susan Sheppard (Mar 29, 2022 08:01 EDT)	03/29/2022
3. Procurement Services Unit	Procurement Manager	<i>Michelle Harrison</i>	03/29/2022
4. Management & Budget	Director of M&B		
MARB Approval Required <input type="checkbox"/> Initials: _____	MARB Approval Rec'd Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Corporation Counsel (Form & Legality)	Corporation Counsel		
6. Mayor's Office	Chief Operating Officer		



Court of Common Council

4.10

CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103

Maly D. Rosado, Council President
Thomas J. Clarke II, Majority Leader
Marilyn E. Rossetti, Assistant Majority Leader
John Q. Gale, Councilman

Tiana Hercules, Councilwoman
Nick Lebrón, Councilman
Joshua Michtom, Councilman
James Sánchez, Councilman
Shirley Surgeon, Councilwoman

Noel F. McGregor, Jr, Town and City Clerk

March 1, 2022

TOWN & CITY CLERK
HARTFORD
2022 MAR -4 AM 11:38

This is to certify that at a virtual meeting of the Court of Common Council, February 28, 2022, the following RESOLUTION was passed.

WHEREAS, the City of Hartford (the "City") has been operating under a 10-year agreement with the Materials Innovation and Recycling Authority (MIRA) since 2017 for servicing its municipal solid waste disposal and recycling services; and

WHEREAS, during the ensuing term the City has had serious concerns regarding MIRA operations and on-going issues with its South Meadows Waste to Energy plant, such as lack of appropriate levels of infrastructure investment; rapidly escalating tip fee costs; and the inability to position itself for long-term financial and operational viability through proactive development of waste management partnerships and programs; and

WHEREAS, under this agreement with MIRA, the City has the ability to opt out of the agreement should a certain tip fee threshold be exceeded, which has occurred; and

WHEREAS, the City issued a competitive bid solicitation through a Request for Proposal for municipal solid waste disposal and recycling services aimed at receiving bids from private market entities to manage these services for the City; and

WHEREAS, based upon a review of bids submitted and a formal interview process, the City selected Murphy Road Recycling, LLC (MRR) as the winning bid, and has begun negotiations to enter into a formal agreement with MRR; and

WHEREAS, the proposed agreement is envisioned to be for five (5) years commencing on July 1, 2022 and terminating on June 30, 2027, with two (2) options to extend the term of the Agreement for an additional five (5) years, upon terms and conditions as are mutually agreeable between the City and MRR; and

WHEREAS, the analysis of the financial impacts of opting out of the current agreement with MIRA and entering into the proposed Agreement with MRR will reduce the City's waste management costs considerably with little to no negative impact on the Department of Public Works daily waste collection operations or the provision of such services to our residents; and

WHEREAS, the Agreement is proposed for an initial five-year term, and thus the City is seeking City Council approval to move forward with the finalization and execution of the proposed Agreement with MRR; now, therefore, be it

RESOLVED, that the City's Court of Common Council hereby approves the execution of such an Agreement between the City of Hartford and Murphy Road Recycling, LLC for the provision of municipal solid waste disposal and recycling services; and be it further

RESOLVED, that the Mayor is hereby authorized to, if applicable, execute and deliver any documents and to take such other actions, upon and subject to such terms and conditions that the Mayor and the Corporation Counsel may deem appropriate and in the best interests of the City, in order to effectuate and/or further the above matter; and be it further

RESOLVED, that no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute and deliver the aforementioned agreements or other documents, if applicable, or to take any of the other aforesaid actions; and be it further


RESOLVED, that all approvals and authorizations provided hereby are contingent upon and only shall be effective on and by means of, the Mayor executing and delivering such agreements and documents, if applicable, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

Municipal Solid Waste Disposal and Recycling Services Agreement Key Terms/Issues

Abstract	<p>The City of Hartford ("City") and Murphy Road Recycling, Inc. ("MRR" or "Provider") shall enter into a Professional Services Agreement for Municipal Solid Waste and Recycling Services. Such Agreement will outline all of the City and Provider responsibilities and requirements for the disposal of all municipal residential (6 housing units or fewer) solid waste and recyclable materials collected by the City of Hartford's Department of Public Works Waste & Recycling Division.</p> <p>The Agreement shall be for five (5) years commencing on July 1, 2022 and terminating on June 30, 2027, with two (2) options to extend the term of the Agreement for an additional five (5) years, upon terms and conditions as are</p>
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	<ul style="list-style-type: none"> • Deliver acceptable recyclables with a contamination rate of 15% or less, or contaminated load will be deemed non-processible waste. • Obligated to appropriate funds to pay for all disposal costs associated with this Agreement.
Diversions	<ul style="list-style-type: none"> • Except during an Event of Force Majeure, subject to this Section 1.2(e), and after 24 hours' prior notice to the Municipality, MRR, from time to time but no more than ten (10) business days each annual quarter, due to unanticipated events such as unavailable transfer vehicles or rail cars, or temporary highway or rail closures, or material equipment problems, or other similar events, divert deliveries of Controlled Acceptable Solid Waste to the Nutmeg Road Recycling Facility located at 600 Nutmeg Road, South Windsor, CT. The parties agree that no incremental expenses shall be assessed to MRR for such deliveries. If MRR diverts such Controlled Acceptable Solid Waste to a facility other than the Nutmeg Road Recycling Facility, the parties agree that any such facility shall be within 25 miles from the Municipality's corporate boundaries and MRR shall pay incremental costs to the Municipality, as demonstrated by the Municipality, and agreed to by MRR, both on a commercially reasonable manner. • Except during an Event of Force Majeure, subject to this section 1.2(e), and after 24 hours' prior notice to the Municipality, MRR, from time to time may divert deliveries of Controlled Acceptable Solid Waste to Murphy Road Recycling, LLC located at 123 and/or 143B Murphy Road, Hartford, CT. The parties agree that incremental expenses shall not be assessed for such diversions.
Permits and Approvals	<ul style="list-style-type: none"> • All necessary permits are already in place
Events of Default	<p>As it relates to the City:</p> <ul style="list-style-type: none"> ▪ Failure to pay for disposal fees or any other amounts payable within thirty (30) days after notice of delinquency from Provider. ▪ Failure to perform in abiding by delivery rules and regulations within thirty (30) days after notice of such failure to perform from the Provider. ▪ Bankruptcy. <p>As it relates to the Provider:</p> <ul style="list-style-type: none"> ▪ Failure to accept delivery of controlled acceptable solid waste or acceptable recyclables for a period of fifteen (15) consecutive calendar days after notice of such failure from the City. ▪ Failure to perform in conformance with any other component of the Agreement, provided that such failure to perform has not been

Attested:


Noel F. McGregor, Jr.
City Clerk

MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT

between

CITY OF HARTFORD, CONNECTICUT

and

MURPHY ROAD RECYCLING, LLC

Dated as of March 16, 2022

MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT

THIS MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT (this "Agreement"), is entered into as of March 16, 2022 (the "Effective Date"), by and between MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company ("MRR"), and the CITY OF HARTFORD, CONNECTICUT, a municipality and political subdivision of the State of Connecticut (the "Municipality"). MRR and the Municipality are each referred to individually herein as a "Party" and together as the "Parties."

W I T N E S S E T H:

WHEREAS, MRR operates solid waste facilities in Connecticut;

WHEREAS, the Municipality issued Request for Proposal #6015R, MRR responded to Request for Proposal #6015R, the Municipality issued an award letter to MRR for Request for Proposal #6015R; and

WHEREAS, in connection with Request for Proposal #6015R, the Municipality and MRR have agreed to enter into this Agreement pursuant to which, beginning on July 1, 2022 (the "Commencement Date"), the Municipality will deliver, or cause to be delivered, and pay for the disposal of, and MRR will accept and dispose of certain Acceptable Solid Waste, and the Municipality will deliver, or cause to be delivered, and MRR will accept and process certain Acceptable Recyclables, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. General Provisions.

1.1 Definitions. Unless otherwise defined herein, capitalized terms are used herein with the respective definitions set forth in Section 12.1.

1.2 Delivery and Acceptance Obligations.

(a) Municipality Delivery Obligations. During the Term, and in accordance with the terms of this Agreement, the Municipality will make best efforts to:

(i) Acceptable Solid Waste. Deliver, or cause to be delivered, all Acceptable Solid Waste collected by Municipality via the use of a municipal collection crew or via a contract with an Authorized Hauler to perform such function on behalf of the Municipality ("Controlled Acceptable Solid Waste") to a Delivery Point specified by MRR; and

(ii) Acceptable Recyclables. Deliver, or cause to be delivered, all Acceptable Recyclables collected by Municipality via the use of a municipal collection crew or via a contract with a Authorized Hauler to perform such function on behalf of the Municipality ("Controlled Acceptable Recyclables") to a Recycling Facility specified by MRR.

(b) MRR Acceptance Obligations. During the Term, MRR will, to the extent permitted by Applicable Law and in accordance with the terms of this Agreement:

(i) Acceptable Solid Waste. Accept and dispose of all Controlled Acceptable Solid Waste delivered to the Delivery Point specified by MRR by the Municipality or its Authorized Haulers; and

(ii) Acceptable Recyclables. Accept and process all Controlled Acceptable Recyclables delivered to the Recycling Facility specified by MRR by the Municipality or its Authorized Haulers.

(c) MRR's Rejection Rights. MRR will have the right to reject deliveries of Solid Waste under any of the following circumstances:

(i) Acceptable Solid Waste and Acceptable Recyclables. MRR may reject a delivery of Acceptable Solid Waste or Acceptable Recyclables, as the case may be, if (A) such material was not generated within the boundaries of the Municipality; (B) such material was not delivered to the MRR-specified Delivery Point, in the case of Acceptable Solid Waste, or a Recycling Facility, in the case of Acceptable Recyclables, in accordance with Applicable Law and this Agreement, including the Hauler's Rules and Regulations; (C) such material is delivered at a time when the Municipality or any of its Authorized Haulers is in breach of its obligations under this Agreement, including the Hauler's Rules and Regulations; or (D) such Acceptable Solid Waste or Acceptable Recyclables are not Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables, as the case may be.

(ii) Rejection due to Force Majeure. Subject to Section 7.1(b), MRR has the right to reject Controlled Acceptable Solid Waste and/or Controlled Acceptable Recyclables during an Event of Force Majeure; and

(iii) MRR's Discretion. MRR has the right to reject any Solid Waste or material delivered by the Municipality or any Authorized Hauler which MRR determines, in its sole reasonable discretion, is not Acceptable Solid Waste or Acceptable Recyclables, as the case may be, subject to Section 4.2 with respect to Non-Processible Waste.

(d) Transfer of Title. Title to Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables delivered by or on behalf of the Municipality will pass to MRR at the time that MRR accepts such Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables, upon MRR's determination that such Controlled Acceptable Solid Waste or Controlled Acceptable

Recyclables meet all of the requirements of this Agreement, including the applicable Hauler's Rules and Regulations. In the event that MRR subsequently determines that any Solid Waste or other materials accepted from the Municipality or an Authorized Hauler is not Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables, such determination being made within thirty (30) days of delivery of such material, MRR may revoke its acceptance of such Solid Waste or other material and title thereto will revert to the Municipality or the Authorized Hauler. At no time will MRR be deemed to have accepted or taken title to Unacceptable Waste or to any other Solid Waste or other material rightfully rejected by MRR pursuant to this Agreement, including the applicable Hauler's Rules and Regulations.

(e) Diversions.

(i) Except during an Event of Force Majeure, subject to this Section 1.2(e), and after 24 hours' prior notice to the Municipality, MRR may, from time to time but no more than ten (10) business days each annual quarter, due to unanticipated events such as unavailable transfer vehicles or rail cars, or temporary highway or rail closures, or material equipment problems, or other similar events, divert deliveries of Controlled Acceptable Solid Waste from 123 and/or 143B Murphy Road, Hartford, CT to the Nutmeg Road Recycling Facility located at 600 Nutmeg Road, South Windsor, CT. The parties agree that no incremental expenses shall be assessed to MRR for such deliveries. If MRR diverts such Controlled Acceptable Solid Waste to a facility other than the Nutmeg Road Recycling Facility, the parties agree that any such facility shall be within 25 miles from the Municipality's corporate boundaries and MRR shall pay incremental costs to the Municipality, as demonstrated by the Municipality, and agreed to by MRR, both on a commercially reasonable manner.

(ii) Except during an Event of Force Majeure, subject to this section 1.2(e), and after 24 hours' prior notice to the Municipality, MRR, from time to time may divert deliveries of Controlled Acceptable Recyclables from 655 Christian Lane, Berlin, CT to Murphy Road Recycling, LLC located at 123 and/or 143B Murphy Road, Hartford, CT. The parties agree that incremental expenses shall not be assessed for such diversions.

1.3 Term. This Agreement is effective as of the Effective Date. The initial term of this Agreement will begin on the Commencement Date and will expire at 11:59 p.m. on June 30, 2027 (the "Initial Term"), unless sooner terminated as provided herein. If no event of default by the Municipality has occurred and is continuing, the Parties have the option to extend the term of this Agreement (a "Renewal Term") upon such terms and conditions as are mutually agreed to by the Parties. The Initial Term and the Renewal Term(s), if any, are referred to herein collectively as the "Term." Upon the expiration of the Term or other permitted termination of this Agreement, the obligations and rights of the Municipality to deliver Controlled Acceptable Solid Waste to a Delivery Point and Controlled Acceptable Recyclables to a Recycling Facility, and the obligation of MRR to accept and dispose of such Controlled Acceptable Solid Waste and to accept and process such Controlled Acceptable Recyclables, will terminate; provided, however, (i) each Party will remain liable to the other with respect to any liability arising prior to such expiration or

termination and such liabilities will survive and continue until the same are fully satisfied, waived, or for which any action for such liability is beyond applicable statute of limitations; and (ii) the indemnification obligations of each Party hereunder, the post-termination insurance obligations under Sections 2.3(e) and 9.3, the confidentiality obligations under Section 11.12 and any confidentiality agreement executed pursuant to Section 3.2 or Section 11.12(a) and the provisions of Articles 10 and 11, will survive the termination or expiration of this Agreement.

1.4 Performance Bond. To ensure the faithful execution of this Agreement, MRR, at its expense, will provide to the Municipality a performance and payment bond. The amounts of the performance and payment bonds are each to be calculated as follows: one hundred percent (100%) of 30,000 tons multiplied by the per ton Tip Fee for Acceptable Solid Waste the first year of the Initial Term. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "City of Hartford," and delivered to the Municipality prior to the Commencement Date.

1.5 Reporting. MRR will report deliveries of Acceptable Solid Waste and Acceptable Recyclables to the Municipality on a monthly basis, quarterly, and annual basis to be included with each month's invoices as outlined in Article 5.

ARTICLE 2. Delivery Procedures and Authorized Haulers.

2.1 Delivery Procedures. All deliveries of Controlled Acceptable Solid Waste and Controlled Acceptable Recyclables hereunder will conform to the requirements of this Agreement and the applicable Hauler's Rules and Regulations. The Hauler's Rules and Regulations are applicable generally to customers utilizing the respective Facility and will have reasonable terms and conditions consistent with the operational requirements of such Facility. Upon request, MRR will provide to the Municipality a copy of the Hauler's Rules and Regulations for each Delivery Point and each Recycling Facility. MRR reserves the right for it and/or the owner or operator of a Delivery Point and Recycling Facility and each other Facility to reasonably modify, amend and repeal the applicable Hauler's Rules and Regulations from time to time and at any time and shall provide at least ten (10) calendar days' advance written notice to the Municipality and its Authorized Haulers of any material change in the Hauler's Rules and Regulations for a Delivery Point and Recycling Facility or any other Facility utilized pursuant to this Agreement. All deliveries of Acceptable Solid Waste and Acceptable Recyclables shall be between the hours of 7:00 am and 4:00 pm during working days and Saturdays from 7:00 am to 12:00 pm (noon). Holiday week schedules will provide for deliveries between 7:00am and 5:00pm on Saturdays. Holidays observed by MRR are as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. MRR shall use commercially reasonable efforts so that the turn time for a delivery of Acceptable Solid Waste to the Delivery Point, or for a delivery of Acceptable Recyclables to the Recycling Facility, is less than one (1) hour.

2.2 Vehicle Identification. MRR may establish a system for the identification of delivery vehicles (which procedures may require the identification of the name of the Municipality and the tare weight of each vehicle used to deliver waste to a Delivery Point, a Recycling Facility or any other Facility) and may modify or amend such system from time to time. MRR will be allowed to rely on representations made by the individual operators of vehicles owned by or

operated on behalf of the Municipality or any Authorized Hauler as to the Person against whose account is to be charged for the material delivered to a Delivery Point, a Recycling Facility or any other Facility. MRR may reject Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables delivered by any Person or vehicle that does not comply with the identification system or the applicable Hauler's Rules and Regulations. MRR may enforce compliance with identification and delivery procedures by termination or suspension of any Person's delivery privileges and such other means as it may reasonably determine to be necessary or appropriate.

2.3 Authorized Haulers.

(a) Designation of Authorized Haulers. The Municipality may designate one or more Authorized Haulers to deliver Controlled Acceptable Solid Waste to a Delivery Point and/or Controlled Acceptable Recyclables to a Recycling Facility pursuant to this Agreement. Such designation(s) will not relieve the Municipality of any of its duties or responsibilities under this Agreement. The designation by the Municipality of one or more Authorized Haulers will not affect the right of MRR to rely on the representations of the Person(s) delivering such materials as to its composition, place of origin, and other relevant characteristics.

(b) Notice of Designation. Prior to the designation or use of any new Authorized Hauler and prior to the termination of an existing Authorized Hauler or the extension of an agreement with an existing Authorized Hauler, the Municipality will deliver written notice to MRR of the name, address and other relevant information regarding such Authorized Hauler. Within seven (7) calendar days of receipt of such notice, MRR will notify the Municipality whether the proposed Authorized Hauler has delivery privileges at the Delivery Points or Recycling Facilities, as the case may be, or is then subject to revocation or suspension of those privileges for cause (as defined in Subsection (c) below). MRR's approval of the Municipality's Authorized Hauler(s) will not be unreasonably withheld, conditioned or delayed. The Municipality will not enter into any agreement or extension of any agreement with any hauler which does not have delivery privileges at the Delivery Points or the Recycling Facilities, as applicable, or whose delivery privileges at the Delivery Points or Recycling Facilities, as applicable, have been terminated or suspended.

(c) MRR may terminate or suspend a Person's delivery privileges at the Delivery Points and/or Recycling Facilities for cause. For purposes of this Subsection (c) and Subsection (b) above, the term "cause" includes any act or omission of an Authorized Hauler (including its individual vehicle operators) which (i) involves a material misrepresentation or negligence resulting in harm to persons or property; (ii) constitutes a material, or is part of a persistent and repeated, violation of Applicable Law; or (iii) constitutes a material, or is part of a persistent and repeated, breach of either the Municipality's or the Authorized Hauler's obligations hereunder, including the Hauler's Rules and Regulations (as provided therein), and the insurance requirements described in Subsection (d) below.

(d) Each Authorized Hauler will maintain insurance of the types and with the limits as described in the Hauler's Rules and Regulations or as may otherwise be acceptable to MRR. If any of such insurance policies are written on a "claims-made" basis, upon termination or cancellation of such policy, whether during or after the Term, the Authorized Hauler will be

responsible for purchasing for the benefit of MRR "tail" insurance coverage for acts and omissions occurring while the Authorized Hauler was acting in such capacity. Such tail insurance coverage must remain in place for three (3) years following completion of Authorized Hauler's services. The Authorized Hauler will provide MRR with a certificate of insurance issued by the insurance carrier or its agent evidencing that all insurance coverage, including the "tail" insurance required by this subsection, is in effect. Certificates evidencing renewal of expiring policies must be provided as soon as practicable prior to expiration, but no later than five (5) business days prior to the expiration of any policy. Said insurance will name each of MRR (and its designees) and the Municipality as an additional insured, will include a contractual liability endorsement, and, to the extent commercially available, may not be cancelled or amended without the prior express written authorization of MRR, and will provide for at least thirty (30) calendar days' prior written notice to MRR in the event of expiration, cancellation, non-renewal or any other material change in coverage. From time to time, as reasonably requested by MRR and upon each change in the insurance carried by an Authorized Hauler, such Authorized Hauler will provide MRR with evidence that the insurance required hereunder is in place. Prior to entering into an agreement with an Authorized Hauler to collect Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables, the Municipality may request that MRR approve the insurance coverage requirements set forth in said agreement, which approval will not be unreasonably withheld, conditioned or delayed. Any such approval will be deemed to be effective for the duration of such agreement or one year, whichever period is shorter.

ARTICLE 3. Fees.

3.1 Tip Fees. The Municipality will pay to MRR the applicable Tip Fees set forth in Exhibit A attached hereto for: (i) Controlled Acceptable Solid Waste delivered by or on behalf of the Municipality to a Delivery Point or another Facility and accepted by MRR; (ii) Controlled Acceptable Recyclables delivered by or on behalf of the Municipality to the Recycling Facility or another Facility and accepted by MRR; (iii) Non-Processible Waste delivered by or on behalf of the Municipality to a Delivery Point, Recycling Facility or another Facility and disposed of by MRR as provided in Sections 4.2 and 4.3; and (iv) Controlled Acceptable Solid Waste and/or Controlled Acceptable Recyclables the delivery, disposal and/or processing of which is arranged for by MRR as provided in Section 7.1(b) (such Tip Fee, in each instance, to be in addition to the payment of all other Disposal Fees payable by the Municipality hereunder).

3.2 Inspection of Books and Records. Subject to the terms and conditions set forth in this Section 3.2, MRR will cause those MRR books and records relating to the quantity of Controlled Acceptable Solid Waste, Controlled Acceptable Recyclables and Non-Processible Waste delivered by the Municipality and its Authorized Haulers and accepted by MRR to be available to a representative of the Municipality for inspection upon reasonable notice and during normal business hours. All such inspections by the representatives of the Municipality will be conducted in such manner as not to cause interference with the operation of any Facility and such representatives will comply with all reasonable rules adopted by MRR or the owners or operators of the location where such MRR books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located and rules requiring Persons who will be given access to Confidential Information to enter into a reasonable confidentiality agreement with terms and conditions substantially similar to those set

forth in Section 11.12 and other rules relating to the protection of the Confidential Information of MRR and its contractors and subcontractors.

3.3 Change-in-Law. In the event that a Change-in-Law occurs which has the effect of imposing, increasing, decreasing or eliminating a Tax or assessment on the receipt, acceptance, processing, transfer, transportation, export or disposal of Solid Waste, imposing or increasing a Host Community Municipality Fee at a Delivery Point or Recycling Facility, or imposing a Tax on highway/road use or tolls, the Parties will adjust the Tip Fees accordingly.

ARTICLE 4. Quality of Solid Waste.

4.1 Acceptable Solid Waste and Acceptable Recyclables. The Municipality agrees that the materials delivered hereunder to a Delivery Point or other Facility as Acceptable Solid Waste will consist of only Controlled Acceptable Solid Waste and will otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations and Applicable Law. The Municipality further agrees that the materials delivered hereunder to a Recycling Facility or other Facility as Acceptable Recyclables will consist of only Controlled Acceptable Recyclables and will otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations and Applicable Law. The Municipality will permit no new deliveries and will discontinue or cause to be discontinued current deliveries of materials that do not comply with the provisions of this Section 4.1. The voluntary retention of waste enforcers by MRR or the owner or operator of a Delivery Point, a Recycling Facility or other Facility, or any act or omission on such waste enforcers' part, will not relieve the Municipality of its obligation to deliver or cause to be delivered only Controlled Acceptable Solid Waste to a Delivery Point or other Facility and only Controlled Acceptable Recyclables to a Recycling Facility or other Facility, and to provide or pay for the disposal of material that is other than Controlled Acceptable Solid Waste delivered to a Delivery Point or another Facility or other than Controlled Acceptable Recyclables delivered to a Recycling Facility or another Facility.

4.2 Non-Processible Waste in Acceptable Solid Waste Stream. The Municipality agrees that neither it nor any of its Authorized Haulers will deliver Non-Processible Waste to a Delivery Point or any other Facility. If a delivery of materials is made which contains both Acceptable Solid Waste and Non-Processible Waste, the entire delivery will constitute Non-Processible Waste if the Non-Processible Waste cannot be separated from the Acceptable Solid Waste without unreasonable efforts by or expense to MRR as determined by MRR in its sole but reasonable discretion. If Non-Processible Waste is delivered to a Delivery Point, in addition to any other rights and remedies to which MRR may have hereunder or under Applicable Law, at its sole option may (i) reject such materials and require the Person who delivered such Non-Processible Waste to reload and dispose of such materials at the sole cost and expense of such Person, or (ii) if MRR does not discover such Non-Processible Waste in time to reject and require the reloading such Non-Processible Waste, MRR may dispose of such Non-Processible Waste at a location or facility that is authorized to accept such Non-Processible Waste in accordance with all Applicable Law, and the Municipality will pay to MRR the then-applicable Tip Fee for = such Non-Processible Waste plus any other fees, expenses, or costs incurred in handling and disposing of such Non-Processible Waste. None of the foregoing actions by MRR will constitute acceptance of such Non-Processible Waste by MRR, transfer of the ownership of such Non-Processible Waste

to MRR, consent by MRR to any future deliveries by the Municipality or its Authorized Haulers of Non-Processible Waste, or waiver by MRR of any rights or remedies it may have against the Municipality or its Authorized Haulers because of the delivery of such Non-Processible Waste.

4.3 Non-Processible Waste in Acceptable Recyclables Stream. The Municipality agrees that neither it nor any of its Authorized Haulers will deliver Non-Processible Waste to a Recycling Facility or any other Facility. In the event that a delivery of materials is made which contains both Acceptable Recyclables and Non-Processible Waste, (i) if the delivery is comprised of more than 15% Non-Processible Waste in MRR's sole but reasonable discretion, then the entire delivery will be deemed Non-Processible Waste and disposed of as such; and (ii) if the delivery is comprised of less than 15% of Non-Processible Waste, then the entire delivery will be deemed Acceptable Recyclables and processed as such. MRR may dispose of such Non-Processible Waste at a location or facility that is authorized to accept such Non-Processible Waste in accordance with all Applicable Law, and the Municipality will pay to MRR the then-applicable Tip Fee for such Non-Processible Waste disposed of as such plus any other fees, expenses, or costs incurred in handling and disposing of such Non-Processible Waste. None of the foregoing actions by MRR will constitute acceptance of such Non-Processible Waste by MRR, transfer of the ownership of such Non-Processible Waste to MRR, consent by MRR to any future deliveries by the Municipality or its Authorized Haulers of Non-Processible Waste, or waiver by MRR of any rights or remedies it may have against the Municipality or its Authorized Haulers because of the delivery of such Non-Processible Waste.

ARTICLE 5. Invoicing and Payments.

5.1 Monthly Payments. After the end of each calendar month, MRR will provide an invoice to the Municipality for the total Disposal Fees due from the Municipality hereunder for the preceding month, and the Municipality will pay to MRR the amount of such invoice on or before the close of the thirtieth (30th) calendar day following the date of the invoice.

5.2 Interest on Overdue Payments; Collection Charges. If payment in full of the Disposal Fees is not made by the Municipality in accordance with Section 5.1, any amount remaining unpaid as of the payment due date will bear interest at the rate of one percent (1%) per month or the highest rate that may then be lawfully charged and paid, whichever is less, from such due date to the actual date of payment. The Municipality agrees to pay on demand all reasonable costs and expenses incurred by MRR in connection with the enforcement of the terms of this Agreement and the collection of all amounts due under this Agreement, including the fees and out-of-pocket expenses of MRR's legal counsel.

5.3 Disputed Invoices. In the event of a dispute as to any monthly invoice, (i) the Municipality will pay when due the full amount of the invoice, including any amount in dispute, and (ii) the Municipality will give MRR, at the time such payment is made, written notice of the dispute. Acceptance by MRR of payment of an amount less than the full amount of the invoice will not constitute accord and satisfaction of the amount in dispute and will not prevent the accrual of interest or the payment of collection costs and expenses as provided in Section 5.2 with respect to disputed amounts finally determined to be due to MRR. Such notice will identify said dispute with reasonable particularity, state the amount in dispute and set forth a full statement of the

grounds which form the basis of such dispute. Upon settlement by the Parties of the dispute, MRR will refund promptly the amount of any overpayment, if any, or the Municipality will promptly pay the outstanding portion of the invoice, if any, plus interest and costs of collection, whichever is applicable.

5.4 Appropriation of Funds. This Agreement is binding on the Municipality. The Municipality is obligated to appropriate funds and levy taxes to pay its obligations under this Agreement, however, if such funds are not so appropriated, either MRR or the Municipality may terminate this Agreement as of the first day of the applicable subsequent fiscal year in which such funds were not made available; provided that the Municipality cannot effect such termination for the purpose of replacing MRR's services with another contractor's services.

5.5 Obligation of the Municipality to Make Payments. The Municipality agrees that its obligation to make any such payments in the amounts and at the times herein specified are absolute and unconditional, are not subject to any setoff, abatement, counterclaim, recoupment, defense (other than payment itself) or other right which the Municipality may have against MRR or any other Person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Municipality or limit recourse against the Municipality. Payment made pursuant to this provision will not prejudice the right of the Municipality to claim abatements, refunds or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law. The Municipality's obligation to make such payments will not be affected by any damage to a Delivery Point, Recycling Facility or another Facility, or any interruption or cessation in the possession, use or operation of the Delivery Point, Recycling Facility or other Facility by MRR or any other Person, so long as the Delivery Point, Recycling Facility or other Facility is capable of accepting Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables, as the case may be, delivered by or on behalf of the Municipality pursuant to this Agreement.

ARTICLE 6. Governmental Regulation.

6.1 Jurisdiction. MRR and the Municipality acknowledge that the collection, transportation and disposal of Solid Waste is subject to the jurisdiction of various governmental agencies, including agencies of the United States of America, the State of Connecticut and the states and municipalities in which the Delivery Points, Recycling Facilities, and the other Facilities are located.

6.2 Compliance. MRR agrees, at its own expense and subject to the provisions herein relating to Events of Force Majeure, to comply with all Applicable Law applicable to MRR in connection with this Agreement and the transactions contemplated hereby, and the Municipality agrees, at its own expense and subject to the provisions herein relating to Events of Force Majeure, to comply with all Applicable Law in connection with this Agreement and the transactions contemplated hereby. Such Applicable Law will include actions taken by a municipality to regulate vehicular traffic in and around a Delivery Point, a Recycling Facility or other Facility and the making of deliveries to a Delivery Point, a Recycling Facility or other Facility.

ARTICLE 7. Events of Force Majeure and Change-in-Law.

7.1 Suspension of Obligations.

(a) Excuse for Event of Force Majeure. A delay or failure of performance hereunder by a Party will not constitute an event of default or result in any liability under this Agreement during an Event of Force Majeure affecting such Party; provided, however, an Event of Force Majeure will not excuse the Municipality's obligation to pay any amounts due hereunder. Such delay or failure will be excused at any time such Party is adversely affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct or mitigate the adverse effects of such Event of Force Majeure. An Event of Force Majeure will not terminate or suspend the Municipality's obligation to make any payments pursuant to this Agreement for materials which have been delivered to a Delivery Point, Recycling Facility or other Facility prior to a suspension for an Event of Force Majeure or its obligations under Section 1.2(a).

(b) Rejection Rights. During an Event of Force Majeure, if MRR exercises its right to reject Acceptable Solid Waste and/or Acceptable Recyclables pursuant to Section 1.2(c), MRR will notify the Municipality in writing and:

(i) During an Event of Force Majeure, MRR will use commercially reasonable efforts to identify and, as agent for the Municipality, arrange for the disposal of such rejected Acceptable Solid Waste and/or Acceptable Recyclables at a location or facility that is authorized to accept such Acceptable Solid Waste and/or Acceptable Recyclables in accordance with all Applicable Law, and MRR may charge the Municipality, and the Municipality will pay, the Tip Fee for each Ton of such Acceptable Solid Waste, Acceptable Recyclables, and/or Non-Processible Waste respectively, and, in addition, all out-of-pocket costs incurred by MRR arising from or related to the collection, handling, storage, transportation, processing and disposal of such Acceptable Solid Waste, Acceptable Recyclables, and/or Non-Processible Waste, including the reasonable charges of any affiliate or designee of MRR; or

(ii) Notwithstanding the foregoing, the Municipality may in its discretion and with prior written notice to MRR, elect and provide for, at the Municipality's expense, alternate arrangements for the disposal and/or processing of Controlled Acceptable Solid Waste and/or Controlled Acceptable Recyclables, respectively, to the extent necessitated by, and for the duration of, the Event of Force Majeure; and

(c) Termination Due to Continuing Rejection. If, during an Event of Force Majeure, MRR does not accept Controlled Acceptable Solid Waste and Controlled Acceptable Recyclables for a continuous period of thirty (30) calendar days or more after written notice from the Municipality to MRR, the Municipality and MRR each has the option to terminate this Agreement upon written notice to the other Party without liability to the other Party except as expressly provided in Section 1.3.

(d) Limitation of Liability. The Parties have no liability or obligation to each other for any costs or expenses incurred as a result of an Event of Force Majeure, except for the

Municipality's obligations under Subsection (b)(i) above during any period that it elects to have MRR arrange for alternative disposal and its obligations under Section 9.4(a).

7.2 Notice and Efforts to Remove Condition. The Party relying on an Event of Force Majeure as an excuse for a delay or failure of performance hereunder will give the other Party prompt written notice of such Event of Force Majeure and use commercially reasonable efforts to mitigate or remove such Event of Force Majeure as soon as reasonably practicable.

ARTICLE 8. Default and Remedies.

8.1 Events of Default by MRR. Each of the following will be an event of default by MRR under this Agreement:

(a) Failure to Accept. MRR fails to perform its obligations to accept delivery of Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables in accordance with this Agreement and such failure continues for a period of fifteen (15) consecutive calendar days after written notice to MRR by the Municipality;

(b) Failure to Perform. MRR fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of ten (10) calendar days after written notice to MRR by the Municipality specifying the nature of such failure and requesting that it be remedied; or

(c) Bankruptcy. MRR makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there will have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.2 Events of Default by the Municipality. Each of the following will be an event of default by the Municipality under this Agreement:

(a) Failure to Pay. The Municipality fails to pay any Disposal Fees or any other amounts payable pursuant to this Agreement within thirty (30) calendar days after notice of delinquency from MRR;

(b) Failure to Perform. The Municipality or any Authorized Hauler fails to observe and perform any other material term, covenant or agreement contained in this

Agreement, including the Hauler's Rules and Regulations, or other agreements or policies to which either the Municipality or its Authorized Haulers are subject in accordance with this Agreement and such failure continues for, or is not remedied within, a period of thirty (60) calendar days after written notice to the Municipality specifying the nature of such failure and requesting that it be remedied; or

(c) Bankruptcy. The Municipality makes a general assignment for the benefit of creditors, files a petition in bankruptcy or makes a request to the Governor of the State of Connecticut to file such a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, receivership, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there will have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.3 Remedies on Default. Whenever any event of default has occurred and is continuing, the non-defaulting Party will have the following rights and remedies:

(a) Municipality Remedies. If MRR is then in default:

(i) The Municipality has the option, upon written notice to MRR, without terminating this Agreement, to suspend deliveries of Controlled Acceptable Solid Waste and/or Controlled Acceptable Recyclables until such default is cured or this Agreement is terminated;

(ii) Other than an event of default under Section 8.1(a), the Municipality will have the option, upon at least thirty (30) calendar days' prior written notice to MRR, to terminate this Agreement unless the event of default is cured prior to the expiration of such thirty (30) calendar day period or unless during such period MRR has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable MRR to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, will mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(iii) Pursuant to Section 8.1(a), the Municipality has the option, upon written notice by the Municipality to MRR, to terminate this Agreement

(b) MRR Remedies. If the Municipality is then in default:

(i) MRR has the option, upon written notice to the Municipality, without terminating this Agreement, to suspend accepting Controlled Acceptable Solid Waste and/or Controlled Acceptable Recyclables until such default is cured or this Agreement is terminated. Notwithstanding the foregoing, once notified of the default condition by MRR, if the Municipality takes steps to cure the identified default condition, and is in the process of curing such default condition, MRR shall continue to accept Controlled Acceptable Solid Waste and/or Controlled Acceptable Recyclables;

(ii) Other than an event of default under Section 8.2(a), MRR has the option, upon at least sixty (60) calendar days' prior written notice to the Municipality by MRR, to terminate this Agreement unless the event of default is cured prior to the expiration of such sixty (60) calendar day period or unless during such period the Municipality has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable the Municipality to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, will mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(iii) Pursuant to Section 8.2(a), MRR has the option to terminate this Agreement immediately upon written notice to the Municipality; and

(c) Limitation of Liability for Event of Force Majeure. In no event will either Party be liable to the other for monetary damages on account of a breach of the terms of this Agreement caused by a declaration of an Event of Force Majeure made in good faith; provided, however, that nothing in this Section will be deemed to limit the obligation of the Municipality to make the payments described in Article 3, Article 5 or Section 7.1(b) as a result of an Event of Force Majeure.

8.4 Remedies Cumulative. Upon an event of default, the non-defaulting party may pursue all remedies available to it whether at law or in equity. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available at law or in equity. Except as otherwise expressly provided herein, neither Party will have any liability to the other under this Agreement for any punitive damages. Notwithstanding anything in this Agreement to the contrary, MRR has the right to seek and recover damages for Municipality's breach of this Agreement.

ARTICLE 9. Representations and Warranties, Insurance and Indemnification.

9.1 Representations and Warranties of the Municipality. The Municipality hereby represents and warrants to MRR that:

(a) this Agreement has been executed by officers of the Municipality acting with the approval and under the authority of the legislative body of the Municipality, and the Municipality has heretofore delivered to MRR evidence of such approval and authority;

- (b) the Municipality is authorized to (i) enter into a long-term contract for waste disposal, processing and recycling services, (ii) pay the fees and charges established by this Agreement, and (iii) obligate itself to annually appropriate funds and levy taxes for the payment of such fees and charges;
- (c) the Municipality has the full power and authority to execute and deliver this Agreement to MRR and carry out the Municipality's obligations hereunder, all of which have been duly authorized in accordance with Applicable Law, and this Agreement will be in full force and effect and be legally binding upon, and enforceable against, the Municipality in accordance with its terms upon its due execution and delivery by the Municipality and MRR;
- (d) during the Term, the Municipality will not dispose, process or exercise control over the disposal or processing of Solid Waste (including commercial Solid Waste delivered to a transfer station) which does not meet the definition of Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables subject to this Agreement, including, but not limited to, violating such restriction through the execution of a disposal or processing contract which commits Solid Waste outside of Controlled Acceptable Solid Waste and Controlled Acceptable Recyclables to a facility not owned and operated by MRR;
- (e) the Municipality will cause their Authorized Haulers or other agents, including, but not limited to, crews collecting and delivering wastes to perform their services in a responsible and efficient manner and in accordance with the applicable Hauler's Rules and Regulations;
- (f) no member of the governing body of the Municipality, and no other officer, employee, or agent of the Municipality has any personal interest, direct or indirect, in the Agreement, and MRR covenants that no person having such interest will be employed in the performance of this Agreement;
- (g) this Agreement is consistent with the Municipality's and the State of Connecticut's solid waste management plan under Conn. Gen. Stat. §§22a-227, 22a-228, 22a-241 and 22a-241a;
- (h) to the extent required by Applicable Law, the Municipality has obtained, or has applied for and will diligently use its best efforts to promptly obtain, the approval of this Agreement by the Connecticut Department of Energy and Environmental Protection, as set forth in Conn. Gen. Stat. §22a-213 (the "DEEP Approval"), and has obtained any other governmental approval required by Applicable Law relating to the Municipality's execution, delivery and performance of its obligations under this Agreement, and the Municipality has heretofore delivered, or will promptly upon receipt deliver, to MRR evidence of such approvals; and
- (i) there is no action, suit, investigation or other proceeding pending or, to the knowledge of the Municipality, threatened, which questions the enforceability of this

Agreement or which affects or may affect the performance of the Municipality's obligations hereunder.

9.2 Representations and Warranties of MRR. MRR hereby represents and warrants to the Municipality that:

(a) MRR has the full power and authority to execute and deliver this Agreement to the Municipality and to carry out MRR's obligations hereunder, and this Agreement will be in full force and effect and be legally binding upon, and enforceable against, MRR in accordance with its terms upon its due execution and delivery by MRR and the Municipality;

(b) there is no action, suit, investigation or other proceeding pending or, to the knowledge of MRR, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of MRR's obligations hereunder;

(c) each Delivery Point and each Recycling Facility is duly licensed, permitted, or otherwise authorized to accept Acceptable Solid Waste and Acceptable Recyclables, respectively, and, except as excused hereunder, during the Term, MRR and/or its contractors and subcontractors will maintain all material licenses and permits necessary to operate each Delivery Point and each Recycling Facility and to carry out its obligations under this Agreement, and operate each Delivery Point and each Recycling Facility in material compliance with Applicable Law;

(d) Consistent with Conn. Gen. Stats. 22a-228 and 22a-229, MRR will make an effort to utilize waste to energy facilities as ultimate disposal locations. The ultimate disposal facilities that MRR may use are as follows: (i) Wheelabrator Millbury at 331 SW Cutoff Rd., Millbury, MA; (ii) Wheelabrator Bridgeport at 6 Howard Ave., Bridgeport, CT; (iii) Wheelabrator Lisbon at 425 S. Burnham Hwy, Lisbon, CT; (iv) Covanta SECONN at 132 Military Hwy, Preston, CT; (v) CEP Springfield at 188M St., Agawam, MA; (vi) CEP Pittsfield at 500 Hubbard Ave., Pittsfield, MA; (vii) Carbon Limestone Landfill 8100 S. Stateline Rd., Lowellville, OH; (viii) Apex Landfill at 11 County Rd. 78, Amsterdam, OH; (ix) Sunny Farms Landfill at 12500 W. County Rd. 18, Fostoria, OH; and (x) Tunnel Hill Landfill at 8822 Tunnel Hill Road, New Lexington, OH.;

(e) MRR will maintain safe and efficient queuing, weighing, unloading, screening, and vehicle departure procedures to assure efficient use of the Facilities by the Municipality and will have sufficient capacity for unloading, storage, transfer, or other processing of materials so as not to impair the delivery of materials from the Municipality;

(f) MRR will not store or warehouse materials in violation of health and safety standards and will conform to all requirements of DEEP and other state and/or federal agencies;

(g) the Delivery Points and Recycling Facilities will have calibrated truck scales to record the weight of all delivered loads and have a process to accurately record

the weight and time of all deliveries so that material quantities can be accurately weighed and accounted for in reporting; and

(h) the Delivery Points and Recycling Facilities will have emergency, health and safety policies, procedures and practices for employees and users of the Facility and MRR will inform the Municipality of ongoing compliance and any material violations, and subsequent remediation of such material violations, if any.

9.3 Insurance.

(a) Municipality Required Insurance. The Municipality, if delivering materials to a Delivery Point or to a Recycling Facility in municipal vehicles, will obtain and maintain such insurance coverage as MRR may reasonably require in conformity with the insurance coverages required by MRR for Authorized Haulers under Section 2.4(d) and the Hauler's Rules and Regulations, and the Municipality will name each of MRR and its designee as an additional insured under such policies and, to the extent commercially available, such policies will provide for thirty (30) calendar days' prior written notice to MRR in the event of expiration, cancellation, non-renewal or any other material change in coverage.

(b) MRR Required Insurance. During the Term, MRR will obtain and maintain the Required Insurance in accordance with Exhibit B.

(c) Waiver of Subrogation. All insurance policies, including workers' compensation, required to be maintained by a Party under this Section 9.3 will include a waiver of subrogation endorsement.

9.4 Indemnification.

(a) Indemnification of MRR. The Municipality agrees, to the extent permitted by Applicable Law, to indemnify, defend and hold harmless the MRR Indemnified Parties from and against any and all Losses arising out of or related to (i) the material breach of any term, covenant, agreement or undertaking of the Municipality to MRR hereunder; (ii) the negligence or willful misconduct of the Municipality; (iii) the delivery of any Unacceptable Waste to MRR hereunder (iv) any action taken to enforce this indemnity; provided, however, that the Municipality will not be obligated to indemnify a MRR Indemnified Party to the extent that any such Loss is caused by the negligence (gross negligence in the case of the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of Unacceptable Waste generated within the boundaries of the Municipality) or willful misconduct of such MRR Indemnified Party.

(b) Indemnification of Municipality. MRR agrees, to the extent permitted by Applicable Law, to indemnify, defend and hold harmless the Municipality Indemnified Parties from and against any and all Losses arising out of or related to (i) the material breach of any term, covenant, agreement or undertaking of MRR to the Municipality hereunder; (ii) the negligence or willful misconduct of MRR; or (iii) any action taken to enforce this indemnity; provided, however, that MRR will not be obligated to indemnify a Municipality Indemnified Party (A) to the extent

that any such Loss is caused by the negligence or willful misconduct of such Municipality Indemnified Party or (B) with respect to the handling, collection, containment, separation, remediation, storage, transportation, processing and/or disposal of Unacceptable Waste unless, and to the extent, that such Losses arise from the gross negligence or willful misconduct of MRR.

(c) Procedures. If any action or proceeding is brought by a third party against an indemnified party in respect of which indemnity may be sought under this Agreement, the indemnified party will promptly give written notice of any such action or proceeding to the indemnifying party and may require the indemnifying party, upon such written notice, to assume the defense of the action or proceeding; provided that failure of the indemnified party to give such notice will not relieve the indemnifying party from any of its obligations under this Section 9.4. Upon receipt of such written notice from the indemnified party, the indemnifying party will resist and defend such action or proceeding at the indemnifying party's expense; provided, however, that the indemnified party will have the right to approve the counsel selected by the indemnifying party to defend the indemnified party. Notwithstanding the foregoing, the indemnified party will have the right to employ separate counsel and to participate in such defense, and the indemnifying party will bear the reasonable fees and expenses of such separate counsel if: (i) the representation of the indemnified party by the same counsel would be inappropriate due to actual or potential conflicts of interest between them in the conduct of such defense; (ii) there may be legal defenses available to the indemnified party that are different from or additional to those available to the indemnifying party; or (iii) the indemnifying party fails to employ counsel reasonably satisfactory to the indemnified party within a reasonable period of time after notice of the claim or proceeding. If the indemnified party retains separate counsel in cases other than as described in clause (i), (ii) or (iii) above, such counsel will be retained at the expense of the indemnified party. Except as provided above, the indemnifying party will not be liable for the fees and expenses of more than one counsel. The indemnifying party will not, without the prior written consent of the indemnified party, settle or compromise any claim or consent to the entry of any judgment that (i) does not include an unconditional release of the indemnified party from all liabilities with respect to such claim; (ii) provides for equitable or any relief against the indemnified party, other than monetary damages to be paid by the indemnifying party; or (iii) requires any act or forbearance from acting by the indemnified party (other than the execution of the settlement agreement).

ARTICLE 10. Governing Law and Disputes.

10.1 Governing Law. The interpretation and performance of this Agreement will be governed by the laws of the State of Connecticut without regard to its conflict of law principles.

10.2 Dispute Resolution.

(a) All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, invalidity or breach hereof, shall be determined first by mediation conducted in the City of Hartford, Connecticut. The Parties shall share the cost of mediation, with MRR paying fifty percent (50 %) of the cost and the Municipality paying the remaining fifty percent 50% of the cost. If such dispute, claim, controversy and/or difference is not resolved by mediation within forty-five (45) days of the date of the first notice by a Party to request mediation, such dispute, claim, controversy and/or difference shall be determined by

arbitration in the City of Hartford, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (except as otherwise specified in this Section 10.2) and each Party submits to the jurisdiction of such arbitration. A Party may, upon written notice to the other Party, submit a dispute for arbitration. The dispute shall be determined by one (1) arbitrator acceptable to both Parties who shall be selected within fourteen (14) calendar days of receipt of notice of intention to arbitrate by the party receiving that notice. If the receiving Party fails to respond to said notice in writing within said fourteen (14) calendar days, then the Party providing said notice shall select the arbitrator and the arbitrator selected by the Party providing said notice shall be deemed to have been selected by the receiving Party. If, by the end of said fourteen (14) calendar day period the Parties have not agreed upon one (1) arbitrator as acceptable, then the dispute shall be determined by a panel of three (3) arbitrators selected as follows: Within an additional seven (7) calendar days, each Party will appoint one (1) arbitrator. These two (2) arbitrators will then, within an additional seven (7) calendar days, name a third arbitrator. If the two (2) arbitrators are unable to agree upon the choice of a third arbitrator within seven (7) calendar days, either Party may request the person or entity administering the arbitration, or, if none, the American Arbitration Association or any other arbitration administering person or entity, to appoint the necessary arbitrator pursuant to the Commercial Arbitration Rules.

(b) As soon as the arbitrator has been chosen or if three are utilized, the panel has been convened, a hearing date shall be set within thirty (30) calendar days thereafter. Such hearing date shall be subject to the mutual agreement of the Parties and the arbitrator(s), but if such agreement cannot be reached, the arbitrator(s) shall have authority to establish such times for hearings as he, she or they deem appropriate. Written submissions shall be presented and exchanged by both Parties at least seven (7) calendar days before the hearing date, including reports prepared by any expert upon whom either Party intends to rely. At such time the Parties shall also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing and a list of the witnesses whom they intend to call to testify at the hearing. Each Party shall also make its respective experts available for deposition by the other Party prior to the hearing date. The arbitrator(s) shall make his or her award as promptly as practicable after conclusion of the hearing. Arbitrators shall be compensated for their services at the standard hourly rate charged in their private professional activities.

(c) The Parties agree that the provisions of this Section 10.2 may be enforced by any court of competent jurisdiction. Connecticut rules of civil procedure and evidence shall apply with respect to any arbitration hereunder, including all rules pertaining to discovery and inspection. The award may be made solely on the default of a Party. The arbitrator(s) shall follow substantive rules of law. The arbitrator(s) shall make the award in strict conformity with this Agreement and shall have no power to depart from or change any of the provisions hereof. If three arbitrators are used, a decision of any two of them shall be binding. At the request of either Party at the start of the arbitration, the award of the arbitrator(s) shall be accompanied by findings of fact and a written statement of reasons for the decision. The arbitrator(s) shall have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each Party between the Parties as they see fit. All Parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and enforced in any court of competent jurisdiction, including the power to require specific performance. To the extent reasonably practicable, both Parties agree to continue performing their respective obligations under this

Agreement while the dispute is being resolved. All matters relating to any arbitration hereunder shall be maintained in confidence.

Nothing contained in this Section 10.2 shall prohibit either Party from seeking equitable relief without first resorting to mediation or arbitration under such circumstances as that Party's interests hereunder and in its property will be otherwise compromised.

10.3 Effect of Disputes on the Obligations of the Parties. The pendency of litigation or other proceeding will not affect the obligations of the Parties to make any payment or render any service required by this Agreement nor the rights of the Parties under this Agreement.

ARTICLE 11. Miscellaneous.

11.1 Assignment. Except for the designation of Authorized Haulers as provided in Section 2.4, the Municipality may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. MRR may, subject to the Municipality's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee is creditworthy and capable of performing the obligations of MRR under this Agreement. Such assignment or delegation will not relieve MRR of any obligations or liabilities hereunder arising on or after the date of the assignment or delegation unless such assignment or delegation is to a Qualified MRR Affiliate.. Any assignment in violation of this Section 11.1 will be null and void and of no effect.

11.2 Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations and agreements between the Parties with respect to the subject matter hereof.

11.3 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party will impair any such right, remedy, or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences will not alter, affect or waive rights or obligations hereunder. Acceptance of any payment, whether partial or otherwise, after it will have become due, will not be deemed to alter, affect or waive the obligations of either Party.

11.4 Modifications. Except as otherwise provided herein, this Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

11.5 Successors and Assigns. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties.

11.6 Notices. Except as provided in Sections 4.2 and 4.3, all notices, reports and other communications required or permitted under this Agreement will be in writing and will be deemed

to have been given when delivered personally, when transmitted by email, or when deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address or email address by notice similarly given, and the Municipality may change the telephone number and/or email address provided in Sections 4.2 and 4.3 by notice given in accordance with this Section 11.6.

If to the Municipality:

City of Hartford
550 Main Street
Hartford, CT 06103
Attn: Hon. Luke A. Bronin, Mayor
Email: luke.bronin@hartford.gov

With a copy to:

Department of Public Works
50 Jennings Road
Hartford, CT 06120
Attention: Michael T. Looney, Director
Email: michael.looney@hartford.gov

If to MRR:

Murphy Road Recycling, LLC
15 Mullen Road
Enfield, CT 06082
Attention: Jonathan Murray
Email: jonathan@usarecycle.com

With a copy to:

Edward F. Spinella
Law Offices of Edward F. Spinella, Esq., LLC
15 Mullen Road
Enfield, CT 06082
Email: ed.spinella@gmail.com

11.7 Counterparts. This Agreement may be executed in several counterparts, any one of which will be considered an original hereof for all purposes.

11.8 Severability. In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or the arbitrator(s) in accordance with Section 10.2, the remaining provisions, portions and applications thereof will not be affected thereby. In such event, the Parties agree that the court or

arbitrator(s) making such determination has the power to alter or amend such provision so that it will be enforceable.

11.9 No Third-Party Beneficiaries. Except as provided by Section 9.4, nothing in this Agreement is intended to confer any right to any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

11.10 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

11.11 Confidentiality.

(a) Reasonable Agreement. Prior to the disclosure of Confidential Information by MRR to the Municipality or its representatives or agents under this Agreement or Applicable Law, MRR may require the Municipality and its representatives and agents, as the case may be, to execute and deliver to MRR a reasonable confidentiality agreement that will require the signatory to: (i) treat as confidential all Confidential Information which may be made available to the Municipality or any agent or representative of the Municipality; (ii) maintain in a secure place all Confidential Information made available to it and limit access to the Confidential Information to those agents or representatives of the Municipality to whom it is necessary to disclose the Confidential Information in furtherance of the Municipality's obligations under this Agreement; (iii) prevent disclosure of any Confidential Information by any agent or representative of the Municipality to unauthorized parties and assume liability on the part of the Municipality and the signatory for any breach of this Agreement and/or such confidentiality agreement, or for any unauthorized disclosure or use of Confidential Information by the Municipality or any of its agents or representatives; and (iv) not use any Confidential Information other than in furtherance of its obligations under this Agreement.

(b) Freedom of Information Act. If the Municipality receives a request for disclosure of any Confidential Information under Connecticut's Freedom of Information Act ("FOIA"), the Municipality will, before complying with such request, provide written notice of the request, and the opportunity to review and discuss it, to MRR. If a complaint is thereafter filed with the Connecticut Freedom of Information Commission (the "FOIC"), the Municipality will give MRR prompt notice of such complaint to allow MRR to file a motion to intervene in the FOIC proceeding and will not oppose such motion.

(c) Requests and Demands. If the Municipality receives any other request or demand for disclosure of any Confidential Information (whether in the form of a subpoena, an investigative inquiry by a governmental agency, discovery demands in litigation, or otherwise), the Municipality will give prompt notice to MRR of such request or demand and allow MRR an opportunity to seek judicial protection for the Confidential Information, unless the Municipality is expressly prohibited by court order from so disclosing the demand.

11.12 Cooperation and Further Assurances. Each Party will, at its own expense, to the extent not reimbursable by the other Party, cooperate with the other Party and execute any and all certificates, documents and other instruments, and take such other actions as may be reasonably requested from time to time in order to consummate the transactions provided for herein and to accomplish the purposes of this Agreement; provided, however, that if material expenses or costs will be incurred in the provision of such requested cooperation or assurances, the Party requested to provide such cooperation or assurances can ask, and secure an obligation from, the requesting Party to pay for, or reimburse, such expenses or costs prior to the provision of such cooperation or assurances.

11.13 Fair Employment Practices. MRR agrees not to discriminate against any employee or applicant for employment in the performance of its obligations under this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition proscribed by State or Federal law.

ARTICLE 12. Definitions and Interpretation.

12.1 Definitions. The following words and phrases will have the following meanings when used in this Agreement:

"Acceptable Recyclables" means, as of the Effective Date, the materials identified in the "What's In" section of the "A Guide to Recycling" set forth in Exhibit C to this Agreement, which is attached to, and made a part of, this Agreement by the mutual agreement of the Municipality and MRR and includes only those such materials generated by residences, municipality-owned buildings and Board of Education buildings within the boundaries of the Municipality and whose collection is by Municipality employees or Municipality contractors. Acceptable Recyclables do not include Unacceptable Waste, and any material that has the reasonable possibility of adversely affecting the operation or useful life of any part of a Recycling Facility. Exhibit C to this Agreement and the list of Acceptable Recyclables will only be modified upon mutual agreement between the Parties.

"Acceptable Solid Waste" means mixed household solid waste (including what is commonly called trash, refuse and garbage) which has the characteristics of Solid Waste and which is (i) normally collected or disposed of by householders or other residents; (ii) permitted under then Applicable Law to be accepted at the Delivery Point or other Facility and disposed of at a Landfill or waste-to-energy facility; and (iii) not Unacceptable Waste, Bulky Waste or Recyclable Materials. Acceptable Solid Waste includes only those such materials generated by residences or Municipality-owned buildings and Board of Education buildings within the boundaries of the Municipality and whose collection is by Municipality employees or Municipality contractors.

"Applicable Law" means each and every applicable law (including common law), statute, charter, ordinance, rule, regulation, guideline, standard, requirement, code, order, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

"Authorized Hauler" means a Person which, at the time of reference thereto, (i) is engaging generally in the business of collecting, transporting and delivering Solid Waste and which has registered with the Municipality in accordance with Section 22a-220a(d) of the Conn. Gen. Stat.; (ii) is then designated by the Municipality pursuant to Section 2.4(a) as an Authorized Hauler, as applicable, for Controlled Acceptable Solid Waste and/or Controlled Acceptable Recyclables; and (iii) has then privileges granted by MRR to deliver, as applicable, Controlled Acceptable Solid Waste to a Delivery Point and/or Controlled Acceptable Recyclables to a Recycling Facility, and such privileges are not then suspended or terminated.

"Bulky Waste" means household Solid Waste that (i) MRR has determined cannot be processed at a Delivery Point or other Facility without the use of supplemental processing equipment (e.g., a mobile shredder) or without harm to the Delivery Point or other Facility; (ii) is in such quantities and of such size and character as MRR may so specify; and (iii) may include individual items of such Solid Waste that are 2,000 pounds or more in weight and physically of such size as to not fit without compaction into an area having dimensions of three (3) feet by four (4) feet by four (4) feet, including: (A) household furniture, chairs, tables, sofas, shelving, small appliances, white goods, and carpets/carpet backing (cut into four (4) foot lengths and rolled); (B) mattresses and box springs; (C) Scrap/Light Weight Metals; (D) porcelain bathroom fixtures, such as toilets, bathtubs, and sinks; (E) purged and emptied propane, butane and acetylene tanks with valves removed; (F) automobile tires with or without rims; (G) branches and lumber exceeding four (4) inches in diameter (but no yard waste); and (H) any other Solid Waste determined by MRR, in its sole discretion, to be Bulky Waste.

"Change-in-Law" means any of the following events or conditions occurring after the Effective Date which have or will have, separately or in the aggregate, an adverse effect on, including a significant or substantial increase in the costs associated with (i) the ability of MRR to perform its obligations under this Agreement or the ability of MRR, or any of its contractors or subcontractors, to accept, transport, dispose of or process any Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables delivered hereunder, respectively; (ii) a Delivery Point or Recycling Facility; or (iii) MRR, or any owner or operator of a Delivery Point or Recycling Facility, in its ownership, use or operation of a Delivery Point or Recycling Facility, or its ability to equip, to test, to operate, to maintain, to own or to possess a Delivery Point or Recycling Facility, to the extent that such event or condition is not the result of any willful or grossly negligent act or omission of the Party relying thereon as justification for not performing any obligation or complying with any condition required of such Party under this Agreement and will include the following: (A) the enactment, adoption, promulgation, implementation, repeal, modification, interpretation or enforcement policy (in the case of implementation, interpretation and enforcement, if such is materially different from the enforcement policy as of the Effective Date) after the Effective Date of any Applicable Law; (B) the imposition after the Effective Date of any condition on the issuance, re-issuance or continued effectiveness of any permit, license or approval, which establishes requirements more burdensome or costly than those that exist or would have been imposed as of the Effective Date; (C) the termination, suspension, rescission, modification, failure to renew or denial after the Effective Date of any such permit, license or approval; (D) the imposition or increase after the Effective Date of any Tax of any nature or the imposition or amendment after the Effective Date of any requirement obligating MRR, or any owner or operator of a Delivery Point or Recycling Facility, or any of their respective affiliates, to

establish, maintain or increase reserves, security, or other financial assurances of any nature whatsoever by a governmental, quasi-governmental or other regulatory authority or agency on or in respect to the operation, ownership, possession or use of a Delivery Point or Recycling Facility, or any equipment used to construct, maintain, operate or test a Delivery Point or Recycling Facility, to satisfy its obligations hereunder or the collection, storage, transportation, processing or disposal of materials at a Delivery Point, Recycling Facility or other Facility; or (E) the imposition or increase in a Host Municipality Fee on or after the Effective Date.

“Commencement Date” is defined in the recitals.

“Confidential Information” means all data and information heretofore or hereafter disclosed, directly or indirectly, by or on behalf of MRR, any affiliate, designee or predecessor of any of the foregoing Persons, any licensor of technology to be used in connection with a Delivery Point, a Recycling Facility or another Facility or any contractor or subcontractor engaged by any of the foregoing Persons (the “Disclosing Party”) and (i) identified in writing as confidential by the Disclosing Party or MRR, or any affiliate of any of the foregoing Persons or that, given the nature of the information or the circumstances surrounding its disclosure, it should reasonably be considered confidential or proprietary, including patented and unpatented inventions, trade secrets, know-how, techniques, data, specifications, as-built drawings, blueprints, flow sheets, designs, engineering information, construction information, economic information, operation criteria, and other information related to solid waste disposal, recycling processing and resource recovery, or (ii) reviewed or provided pursuant to Article 3; provided, however, Confidential Information does not include information which (a) has become generally available to the public other than as a result of a disclosure by the Municipality or any of its representatives or agents; (b) was available to the Municipality or any of its representatives or agents on a non-confidential basis prior to its disclosure to the Municipality or any of its representatives or agents; or (c) has become available to the Municipality or any of its representatives or agents on a non-confidential basis from a source other than MRR or its representatives if such source is not known by the Municipality or any of its representatives or agents after due inquiry by any of them of such source as to whether it is bound by a confidentiality agreement with MRR or its representatives or is otherwise prohibited from transmitting the information to the Municipality or its representatives or agents by a contractual, legal or fiduciary obligation.

“Conn. Gen. Stat.” means the Connecticut General Statutes.

“Contract Year” means each twelve-month period during the Term beginning on July 1 and ending on the following June 30.

“Controlled Acceptable Solid Waste” is defined in Section 1.2(a)(i).

“Controlled Acceptable Recyclables” is defined in Section 1.2(a)(ii).

“DEEP Approval” is defined in Section 9.1(e).

"Delivery Point" means any one of the following: (i) the Murphy Road Recycling, LLC facility located at 123 and/or 143B Murphy Road, Hartford, CT; and (ii) the Nutmeg Road Recycling, LLC facility located at 600 Nutmeg Road, South Windsor, CT.

"Disposal Fees" means all amounts payable by the Municipality hereunder, including the Tip Fees payable pursuant to Sections 3.1 and 3.3 and Sections 4.2 and 4.3, any fees, costs and Losses for which the Municipality becomes responsible pursuant to Section 7.1(b) or Section 9.4, and any other fees, costs, expenses and indemnity amounts payable by the Municipality to MRR hereunder.

"Effective Date" is defined in the preamble.

"Event of Force Majeure" means any of the following occurring on or after the Effective Date: (i) an occurrence or occurrences beyond the reasonable control of the Party affected which, separately or in the aggregate, adversely affects, including a significant or substantial increase in the costs associated with, a Delivery Point or Recycling Facility, or the ownership, use or operation of any Delivery Point or Recycling Facility or the ability of any Party to perform its obligations hereunder (including the ability of MRR or any of its contractors or subcontractors to accept, transport, dispose of or process any Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables, respectively, delivered hereunder) or the ability of MRR, or any Person acting on behalf of MRR, to comply with the requirements of any Applicable Law; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, pandemics other than the on-going COVID-19 pandemic, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism or vandalism or civil disturbances; (iii) Non-MRR Strikes; (iv) an order or judgment of any court, administrative agency or other governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Party relying thereon; provided, however, that the contesting in good faith by such Party of any such order and/or judgment will not constitute or be construed to constitute the willful misconduct or gross negligence of such Party; (v) blockage of access to a Delivery Point or Recycling Facility, if not the result of the willful misconduct or gross negligence of the Party relying thereon; (vi) a complete or partial suspension of services at a Delivery Point or Recycling Facility, or an adverse effect on the operations at a Delivery Point or Recycling Facility, arising from or related to any surface or subsurface condition (including the presence of hazardous materials) thereon, to the extent not directly created by MRR, its designee or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of a Delivery Point or Recycling Facility, or any portion thereof by action of any governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law; or (ix) one or more of the foregoing if, separately or in the aggregate, it or they result in a significant or substantial increase in the costs and/or expenses associated with the ownership, use and/or operation of any Delivery Point or Recycling Facility and/or with the performance by MRR of its obligations hereunder and MRR provides a minimum of thirty (30) days' prior written notice to the Municipality of MRR's intent to declare an Event of Force Majeure due to such significant or substantial increase in costs and/or expenses.

The Parties acknowledge that the COVID-19 coronavirus, and various national, state, and local government-issued orders, rules and regulations with respect thereto, whether currently

issued or issued in the future, has impacted and may continue to impact MRR's workforce, supplies, customers, facilities, general operations, and access to goods, materials, and services (collectively, the "COVID-19 Impact"). Any delay in performance of MRR's obligations under this Agreement that is substantially a result of the COVID-19 Impact will be excusable without penalty hereunder for a period of up to sixty (60) days, starting upon delivery of written notice of MRR to the Municipality (the "Delay Period"). Such notice will set forth the reasons for the delay. MRR will take commercially reasonable actions to mitigate such delay in performance. Provided that performance of MRR's obligations has not resumed by or at the end of the Delay Period, either Party will have the option to terminate this Agreement without penalty upon delivery of written notice to the other party. Notwithstanding the foregoing, the Municipality will not be relieved of any payment obligations under this Agreement, in both the amount and the due date, for services performed.

"Facility" means each solid waste, transfer, resource recovery or disposal facility at which Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables delivered by or on behalf of the Municipality is accepted by MRR or is transferred, processed or otherwise disposed (which may be a Delivery Point, a Landfill, a Recycling Facility, and any other facility, landfill or waste-to-energy facility where such Acceptable Solid Waste or any Acceptable Recyclables are processed or disposed), including the Site on which such facility is located and all structures, buildings, foundations, related facilities, fixtures and other improvements now or at any time made, erected or situated on such Site, together with all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto.

"FOIA" is defined in Section 11.12(b).

"FOIC" is defined in Section 11.12(b).

"Hauler's Rules and Regulations" means the rules and regulations for a Delivery Point, a Recycling Facility or other Facility, as applicable and as adopted and amended by MRR and/or the owner or operator of such Delivery Point, Recycling Facility or other Facility from time to time and at any time, which rules and regulations are hereby made a part of, and incorporated into, this Agreement.

"Host Municipalities" means the municipalities in which a Delivery Point, a Recycling Facility and the other Facilities are located.

"Host Municipality Fee" means the aggregate amount paid or incurred, including Taxes, during a Contract Year directly or indirectly by MRR to the Host Municipalities and/or any taxing or political agencies, bodies, authorities, collectors, districts, units or subdivisions thereof or located therein, whether pursuant to Applicable Law and/or an agreement, relating to, or in connection with, ownership, operation or use of a Delivery Point, a Recycling Facility or other Facility and motor vehicles and other equipment used in connection therewith.

"Initial Term" is defined in Section 1.3.

"Landfill" means the landfill or landfills used from time to time by or on behalf of MRR for receipt of Solid Waste.

"Loss" or "Losses" means actual or alleged claims, demands, liabilities, obligations, losses, damages, fines, penalties, Taxes, interest, suits, administrative proceedings, costs, expenses (including the fees and costs of investigators, accountants and attorneys) and disbursements, of whatever nature, liquidated or unliquidated, including amounts paid in satisfaction of judgments or as a settlement or compromise thereof; provided, however, that "Loss" or "Losses" will include special, consequential, punitive, indirect and/or incidental damages to the extent such "Loss" or "Losses" relate to or arise from the delivery of Unacceptable Waste to a Delivery Point, a Recycling Facility or any other Facility or the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of such Unacceptable Waste.

"MRR" means Murphy Road Recycling, LLC, its designees, permitted assignees and successors.

"MRR Indemnified Parties" means MRR, any owner or operator of a Delivery Point, Recycling Facility, another Facility or the Site of any of the foregoing, or any of the foregoing's respective affiliates, stockholders, owners, officers, directors, members, employees, agents, contractors or subcontractors.

"Municipality" is defined in the preamble.

"Municipality Indemnified Parties" means the Municipality and any of its elected or appointed officials, employees, officers, agents or contractors.

"Non-MRR Strikes" means strikes, slowdowns, walk-outs, work stoppages or similar industrial or labor actions that are not directed solely at MRR and its affiliates.

"Non-Processible Waste" means (i) Unacceptable Waste, Bulky Waste and Recyclable Materials with respect to a delivery of materials to a Facility other than a Recycling Facility; and (ii) any materials other than Acceptable Recyclables with respect to a delivery of materials to a Recycling Facility.

"Party" and "Parties" are defined in the preamble.

"Person" means a municipality, corporation, partnership, limited partnership, limited liability company, limited liability partnership, business trust, trust, joint venture, company, firm, entity or individual.

"Qualified MRR Affiliate" means an entity which is owned or controlled, directly or indirectly, by MRR or by F & G, LLC, a Connecticut Limited Liability Company, or any successor thereto, which is creditworthy and capable of performing the obligations of MRR hereunder.

"Recyclable Materials" means the materials identified in the "What's In" section of the "A Guide to Recycling" set forth in Exhibit C to this Agreement, which is attached to, and made a part of, this Agreement by the mutual agreement of the Municipality and MRR.

"Recycling Facility" means each of the following: (i) the Automated Material Handling, LLC facility located at 655 Christian Lane, Berlin, CT; and (ii) the Murphy Road Recycling, LLC facility located at 123 and/or 143B Murphy Road, Hartford, CT.

"Renewal Term" is defined in Section 1.3.

"Required Insurance" is described in Exhibit B, which is attached to, and made a part of, this Agreement.

"Scrap/Light Weight Metals" includes scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks whether cleaned and rinsed in accordance with all Applicable Laws or not, and any other materials determined by MRR in its sole discretion, to be Scrap/Light Weight Metals.

"Site" means the real property on which a Delivery Point, a Recycling Facility or any other Facility is located and all appurtenances thereto.

"Solid Waste" means unwanted or discarded solid materials, consistent with the meaning of that term pursuant to Subsection 22a-207(3) of the Conn. Gen. Stat.; provided, however, that semi-solid, liquid and gaseous materials of the type which are customarily collected and treated in municipal sewage facilities, water supply treatment facilities, water pollution abatement facilities, air pollution control facilities and sludges or other residues from any of the foregoing facilities are not Solid Waste.

"Tax" or "Taxes" means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, escheats, franchise, profits, license, capital, withholding, payroll, employment, excise, goods and services, severance, stamp, occupation, premium, property, assessments or other governmental charges, levies or surcharges or any kind whatsoever, including a solid waste assessment, such as that provided in Conn. Gen. Stat. §22a-232, and a payment due to the municipality in which a solid waste disposal facility is located, such as that provided in Conn. Gen. Stat. §22a-220b, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued, under any applicable federal, state, local or foreign tax law or assessed, charged or imposed by any authority, domestic or foreign.

"Term" is defined in Section 1.3.

"Tip Fee" means the fees for delivered Controlled Acceptable Solid Waste, Controlled Acceptable Recyclables and Non-Processible Waste set forth in Exhibit A attached hereto.

"Ton" means two thousand (2,000) pounds.

"Unacceptable Waste" means (except for trace amounts normally found in household waste as provided in Conn. Gen. Stat. §22a-207(23)) (A) any material which, by reason of its composition, characteristics or quantity, is hazardous waste, a hazardous substance or hazardous

material as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Conn. Gen. Stat. §§22a-448(3) and 22a-449, or any other Applicable Law, including the regulations promulgated under any of the foregoing (including the following laws and the regulations, if any, promulgated thereunder: Chapters 441, 445, 446a, 446b 446k and 446m of the Connecticut General Statutes; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Control Act, 7 U.S.C. §136 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Safe Drinking Water Act, and the Hazardous Materials Transportation Act, and any similar or substituted legislation or regulations and amendments to the foregoing); (B) any other material which any governmental agency or political subdivision having or claiming appropriate jurisdiction determines from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal through a Facility or a Landfill, including any materials the disposal or processing of which at a Facility or a Landfill is prohibited or restricted pursuant to Section 22a-209-7(o) of the Regulations of Connecticut State Agencies, such as yard waste and grass clippings, metal containers, and glass containers (other than de minimis quantities as permitted under such Regulations), lead acid batteries and white goods; (C) any material which would result in process residue being materials described in clauses (A) and (B) above; (D) commercial Solid Waste and other commercial materials; (E) materials that would constitute Bulky Waste and any material that is not Controlled Acceptable Solid Waste or Controlled Acceptable Recyclables; and (F) each of the following: agricultural waste, yard waste and leaves, explosive materials, corrosive materials, pathological waste, biological waste, human or animal remains, radioactive materials, ashes, foundry sand, mining waste, sewage sludge, cesspool and other human waste, motor vehicles, major motor vehicle parts (including transmissions, rear ends, springs, mattresses, fenders, batteries, battery cables, exhaust systems and gasoline tanks), agricultural and farm machinery and equipment and major parts thereof, marine vessels and major parts thereof, any other large machinery or equipment (including thick walled or solid metallic objects such as castings, forgings, gas cylinders, steel drums, asbestos insulation, closed metal containers, barrels and buckets), large motors, solid blocks of rubber or plastic, rolls of carpet or fencing over twelve (12) inches in diameter, steel or nylon rope, chains, cables or slings, logs larger than those acceptable under MRR's normal operating procedures, street sweepings, tree stumps, tires, white goods such as refrigerators, stoves and washing machines, liquid waste (including liquid chemical wastes, sewage and other highly diluted water-carried materials or substances) and those in gaseous form, construction materials and demolition debris (including masonry, stone, structural steel, re-bar and structural shapes), special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, any item of waste that is either smoldering or on fire, wastes in quantities and concentrations which require special handling in their collection or processing or any other material which (i) may present a danger to public health or safety; (ii) would cause applicable air quality, water effluent or process residue or ash standards to be violated by the normal operation of a Delivery Point, a Recycling Facility or another Facility; (iii) because of its size, durability or composition would not normally be processed or disposed in a mass burn or resource recovery facility or a sanitary landfill, may materially impair its structures or equipment or has a reasonable possibility of otherwise adversely affecting the operation or useful life of a Delivery Point, a Recycling Facility or another Facility outside of the normal usage expected for a Delivery Point, a Recycling Facility or other Facility; or (iv) would be prohibited by any judicial decision or the order, consent order, stipulated judgment

or action of any governmental agency or other regulatory authority or by any Applicable Law or regulation or any Facility permit or approval.

12.2 Interpretation. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Agreement, and the term "heretofore" means before, and the term "hereafter" means after, the Effective Date;

(b) Words of masculine gender mean and include correlative words of feminine and neuter genders and words importing the similar number mean and include the plural number and vice versa;

(c) The use of the word "including" in this Agreement is used by way of example rather than by limitation;

(d) Reference to any agreement, document or instrument, including this Agreement or any appendix hereto, means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof;

(e) The use of the words "or", "either" and "any" are not exclusive;

(f) All references to statutory provisions and current or proposed rules and regulations will be deemed to include any amendment or other revision to those laws and regulations and will also be construed to refer to the corresponding provisions of any laws and regulations enacted to replace the laws and regulations referenced in this Agreement;

(g) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles which are generally accepted at the date or time of such computation;

(h) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(i) Reference to a particular Party includes that Party's employees and the authorized agents of that Party;

(j) Reference to any governmental, quasi-governmental or other regulatory authority or agency includes any agency or authority of, and, the United States of America, the State of Connecticut and any other state, any county, any municipality, any district, and any political subdivision or instrumentality of any of the foregoing, with jurisdiction; and

(k) Both Parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(l) Any captions and/or headings in this Agreement are merely for the convenience of the parties hereto, and do not have any impact on the substance of this Agreement;

(m) This Agreement may be executed by any accepted electronic means or methods.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Municipal Solid Waste Disposal and Recycling Services Agreement to be executed by their duly authorized representatives as of the day and year first above written.

MURPHY ROAD RECYCLING, LLC

By: _____

Name: Gerald Antonacci

Title: Manager

CITY OF HARTFORD, CONNECTICUT

By: _____

Name: Luke A. Bronin

Title: Mayor, Duly Authorized

EXHIBIT A

TIP FEES FOR CONTROLLED ACCEPTABLE SOLID WASTE, CONTROLLED ACCEPTABLE RECYCLABLES AND NON-PROCESSIBLE WASTE

Table A.1: Price/Ton of delivered and accepted Controlled Acceptable Solid Waste, Controlled Acceptable Recyclables and Non-Processible Waste during the Initial Term.

	7/1/22 – 6/30/23	7/1/23 – 6/30/24	7/1/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26 – 6/30/27
Controlled Acceptable Solid Waste	\$103.00	\$106.00	\$111.30	\$116.88	\$122.72
Controlled Acceptable Recyclables	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Processible Waste	\$125.00	\$128.75	\$135.19	\$141.95	\$149.05

Table A.2: Extra Item Contamination Fees (Regardless of Waste Stream) during the Initial Term.

Item	Rate	Unit
Automobile Battery Disposal	\$10.00	Each
Appliances Requiring CFC Removal	\$25.00	Each
Mattress	\$30.00	Each
Box Spring	\$30.00	Each
Propane Tank Disposal	\$20.00	Each
Automobile Tires	\$10.00	Each

Truck/Equipment Tires	\$15.00	Each
Heavy Equipment Tires	\$50.00	Each
TV/Computer Monitor Disposal	\$20.00	Each

EXHIBIT B

Required Insurance of MRR

The following shall constitute Required Insurance to be maintained during the Term by MRR:

1. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate.
2. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
3. Umbrella or Excess Liability policy with a minimum \$5,000,000 per occurrence and \$5,000,000 aggregate, when required by the City of Hartford.
4. Pollution Liability/Environmental Impairment Insurance with limits up to \$2,000,000 aggregate limit.
5. Worker's Compensation, as required by Connecticut State statute. Waiver of subrogation to apply in favor of the City of Hartford.
6. The "City of Hartford" is to appear as an additional insured on all Certificates of Insurance for general liability.
7. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the City of Hartford.
8. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. mail to "Risk Manager, Office of Management & Budget, City of Hartford, 550 Main Street, 3rd Floor, Hartford, CT 06103."



USAHAUL-03

SDOYLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
300 Ballardvale Street
Wilmington, MA 01887

CONTACT NAME: Sharon Doyle

PHONE (A/C, No, Ext): (781) 792-3279

FAX (A/C, No):

E-MAIL ADDRESS: Sharon.Doyle@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Surplus Lines Insurance Company

13604

INSURER B: Pennsylvania Manufacturers' Association Insurance Company

12262

INSURER C: National Fire & Marine

20079

INSURER D: Pennsylvania Manufacturers Indemnity Company

41424

INSURER E: Gemini Insurance Company

10833

INSURER F:

INSURED

Murphy Road Recycling, LLC
15 Mullen Road
Enfield, CT 06082

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Retention \$250,000	X		1000066064221	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 OVERALL POLICY \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			152201 1133750A	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			42UMO30996203	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	202201 1133750	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Auto Liab			GVE100238003	1/1/2022	1/1/2023	Each Occurrence 3,000,000
A	Contractor Pollution			1000066064221	1/1/2022	1/1/2023	Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hartford is included as additional insured as respects general liability when required by written contract executed prior to the loss/claim. Workers compensation includes Waiver of Subrogation when required by written contract executed prior to the loss/claim. General Liability, Workers Compensation and Auto policies include 30 days' notice of cancellation to cert holder (except 10 days for Non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Hartford
Risk Manager, Office of Management & Budget
550 Main St., 3rd Floor
Hartford, CT 06103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT C

Acceptable Recyclables

Acceptable Recyclables are those items identified on the RecycleCT Foundation, Inc. Guide to Recycling <http://www.recyclect.com/in-the-bin.html> under the heading "What's In" and excludes those items under the heading "What's Out", as of the Effective Date, a summary of which is attached hereto. Such list will only be modified from time to time upon mutual agreement of the Parties.



A Guide to Recycling

Connecticut now has a universal list of what belongs in your recycling bin and what doesn't. All items should be **empty, rinsed, clean and open**. Do not shred, box, bag or bundle. To learn more, go to RecycleCT.com

What's IN?

PAPER

- Cardboard & boxboard
- Food & beverage cartons
- Junk mail
- Magazines & newspaper inserts
- Newsprint
- Office paper
- Pizza boxes

GLASS

- Beverage bottles & jars
- Food bottles & jars

METAL

- Aerosol containers (food grade only)
- Aluminum foil
- Cans & bottles
- Foil containers
- Metal lids from cans & bottles

PLASTIC

- Plastic bottles (with or without caps attached)
- Plastic containers, tubs & lids
- Plastic one-use cups (no lids, no straws)

What's OUT?

- Gift wrap & gift bags
- Ice cream containers
- Paper cups (hot & cold)
- Shredded paper
- Take-out food containers
- Tissue paper

- Ceramic mugs & plates
- Drinking glasses

- Aerosol containers (deodorizers, cleaners, pesticides, etc.)
- Foil tops from yogurt containers
- Paint cans
- Pots & pans
- Small pieces of scrap metal
- Spiral wound containers

- Loose bottle caps
- Plastic bags & wrap
- Plastic plates, bowls & utensils
- Prescription bottles
- Single-use coffee containers
- Styrofoam cups, containers & packaging peanuts
- Water filters



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